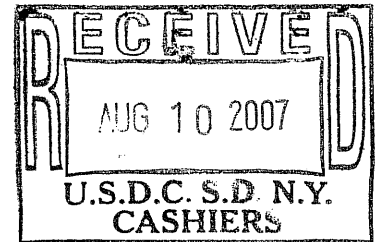


JUDGE LEISURE

BADIAK & WILL, LLP
Attorneys for Plaintiff
106 3rd Street
Mineola, New York 11501
(516) 877-2225
Our Ref. : 07-M-011-JK



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
REEBOK INTERNATIONAL, LTD.,
Plaintiff,

- against -

A.P. MOLLER-MAERSK A/S trading as Maersk Sealand,
Defendant.
-----X

07 CV 71
-07 CIV. (PKL)
COMPLAINT 7136

Plaintiff, REEBOK INTERNATIONAL, LTD., by their attorneys, Badiak & Will, LLP, as and for their Complaint herein against the defendant, alleges upon information and belief as follows:

1. All and singular the following premises are true and constitute an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court.

2. Plaintiff, REEBOK INTERNATIONAL, LTD. (hereinafter referred to as "Reebok"), is and was at all times hereinafter mentioned a corporation organized and existing under and by virtue of the laws of a foreign state, and maintained an office and place of business at 1895 J.W. Foster Boulevard, Canton, MA.

3. Plaintiff Reebok was the consignee and owner of the shipment mentioned hereinafter and brings this action on its own behalf and as agent and trustee on behalf of and for the interest of all parties who may be or become interested in the said shipment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action. The shipper and consignee hereinafter mentioned have performed all conditions required on their part to be performed with respect to the subject shipment.

4. Defendant, A.P. Moller-Maersk A/S trading as Maersk Sealand, (hereinafter "Maersk"), is and was a corporation organized and existing under and by virtue of the laws of a foreign state with an office and place of business c/o Maersk, Inc., Giralda Farms, Madison Avenue, Madison, New Jersey 07940, and is and was at all times hereinafter mentioned, a common carrier by water for hire and owned, chartered, managed and/or otherwise controlled or contracted to use the M.V. MAERSK NIIGATA as a general vessel engaged in the common carriage of merchandise by water for hire between, among others, the ports of Jakarta, Indonesia, and Junction City, South Dakota, via Los Angeles, California.

5. On or before July 16, 2006, there was shipped by PT Tongyang, Indonesia, as shipper, and delivered to Maersk and the M.V. MAERSK NIIGATA at Jakarta, Indonesia, as common carriers, a shipment consisting of One Thousand, Two Hundred and Forty Nine cartons of pairs of footwear in two ocean shipping containers, then being in good order and condition, and defendant then and there accepted the said shipment so shipped and delivered to them and, in consideration of certain freight charges thereupon paid or agreed to be paid, agreed to transport and carry the said shipment to Junction City, South Dakota, and there deliver same in like good order

and condition as when shipped, delivered to and received by them, to Reebok, the consignee and plaintiff, all in accordance with a bill of lading issued by or on behalf of the aforementioned vessel and defendant Maersk numbered MAEU 851634596, dated on or about July 16, 2006, and a service contract numbered.

6. Thereafter, the defendant failed to make delivery of the aforementioned shipment, the cargo being lost and not defendant failed to deliver the subject shipment in the same good order, condition or quantity as when shipped, delivered to and received by them, all in violation of the defendant's obligations and duties as a common carrier of merchandise by water for hire.

7. By reason of the foregoing premises, plaintiff has sustained damage, as nearly as the same can now be estimated, no part of which has been paid although duly demanded, in the sum of \$370,764.08.

WHEREFORE, plaintiff prays:

1. That process in due form of law may issue against defendant citing it to appear and answer all and singular the matters aforesaid;


2. That if defendant cannot be found within this District then all of its property within this District be attached in the sum of \$370,764.08, with interest thereon and costs, the sum sued for in this Complaint;

3. That judgment may be entered in favor of plaintiff against defendant for the amount of plaintiff's damages, together with interest and costs and the disbursements of this action; and

4. That this Court will grant to plaintiff such other and further relief as may be just and proper.

Dated: New York, New York
August 9, 2007

BADIAK & WILL, LLP
Attorneys for Plaintiff,
Reebok International, Ltd.

By: 
JAMES P. KRAUZLIS (JK-4972)